



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

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BOARD OF SUPERVISORS

Gloria Molina
First District

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Second District

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Fourth District

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Fifth District

August 17, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21

August 17, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVAL OF A METHAMPHETAMINE TRAINING SERVICES AGREEMENT
FOR THE OFFICE OF AIDS PROGRAMS AND POLICY
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute a methamphetamine training services agreement to provide methamphetamine intervention training and technical assistance to substance abuse agencies and other community based organizations supported by the Department of Public Health's Office of AIDS Programs and Policy and Substance Abuse Prevention and Control.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute an agreement with Dr. Neva Chauppette (substantially similar to Exhibit I), for methamphetamine training services (MTS) effective September 1, 2010, through August 31, 2012, at a total maximum obligation of \$200,000, fully offset by Third Supervisorial District (Third District) methamphetamine treatment funds, Center for Substance Abuse Prevention/Center for Substance Abuse Treatment (CSAP/CSAT) funds, and Ryan White Program (RWP) Part A funds, with an option to extend the term on a month-to-month basis for a period of no more than 12 months through August 31, 2013, at a total 12 month maximum obligation of \$100,000, contingent upon availability of funding from local, State, and federal resources.
2. Delegate authority to the Director of DPH, or his designee, to execute amendments to the MTS agreement that permit the rollover of unspent funds and/or increase or decrease funding each year by an amount not to exceed 25 percent of each year's base amount, subject to availability of funds

and review and approval by County Counsel and the Chief Executive Office and notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this requested action will allow DPH Office of AIDS Programs and Policy (OAPP) to enter into an agreement with Dr. Neva Chauppette recently selected through an Invitation for Bids (IFB) process. The agreement will sustain the County of Los Angeles' (County) continuing investment in methamphetamine prevention and treatment services in Supervisorial District 3, funded by the Third District, and countywide, funded by CSAP/CSAT and RWP Part A funds, by providing specialized methamphetamine intervention training and technical assistance services to substance abuse treatment agencies and other community based organizations (CBO) that serve clients with methamphetamine addiction.

Service providers will receive training and technical assistance on the latest evidence-based methamphetamine treatment approaches including methamphetamine-specific issues crucial for the development of skills by medical providers, clinicians and outreach workers serving clients who use methamphetamine. Specifically, this intensive technical assistance addresses culturally appropriate care for high risk populations including: mental health assessment (dual diagnosis), psychological complications, sexual and cybersex addiction, current evidence-based treatments, and accurate and effective assessment of clients at intake and individualized, comprehensive development of treatment plans.

Executing a 25 percent increase or decrease of the proposed agreement's annual base amount under delegated authority will allow OAPP to continue to work with Substance Abuse Prevention and Control (SAPC) to adjust and/or maximize federal and State funds, depending on available funding levels.

Implementation of Strategic Plan Goals

This action supports Goal 3, Community and Municipal Services, and Goal 4, Health and Mental Health, of the County Strategic Plan by supporting community based Human Immunodeficiency Virus (HIV) prevention and substance abuse counseling services to CBOs.

FISCAL IMPACT/FINANCING

The total maximum obligation of \$200,000 for the period of September 1, 2010 through August 31, 2012 is fully offset by Third District methamphetamine treatment funds, CSAP/CSAT, and RWP Part A funds. The total cost for the period of September 1, 2010, through August 31, 2011 is \$100,000, comprised of \$72,000 in Third District methamphetamine treatment funds and \$28,000 in CSAP/CSAT funds. The total cost for the period of September 1, 2011 through August 31, 2012 is \$100,000, comprised of \$50,000 in Third District methamphetamine treatment funds and \$50,000 in RWP Part A funds.

In the event any funds are eliminated or decreased, the contract maximum obligation will be adjusted accordingly.

Funding is included in DPH's fiscal year (FY) 2010-11 Adopted Budget and will be requested in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In recent years the County has strengthened its commitment to methamphetamine prevention, treatment, community mobilization, training, and technical assistance services designed to decrease methamphetamine use in the County.

Through OAPP and SAPC, the County has targeted these resources to CBOs providing methamphetamine prevention and treatment services. Many of these agencies could benefit from enhanced technical assistance and training on the complex, highly addictive and unique nature and effects of methamphetamine.

Exhibit I has been approved as to form by County Counsel and Attachment A contains additional information.

CONTRACTING PROCESS

On November 19, 2009, OAPP released an IFB in order to award a single contract to a qualified organization or individual to provide MTS. To ensure a competitive bidding process, OAPP publicly announced the release of the IFB on the County's "Doing Business with Us" website and OAPP's website. Additionally, 74 letters were sent to CBOs and service providers from a distribution list OAPP maintains for various solicitations. The list is a compilation of currently contracted CBOs and individuals or organizations who have requested to be notified in the event of an OAPP solicitation.

Three bidders submitted the mandatory Intent to Apply form. However, only one bidder, Dr. Neva Chauppette, submitted a bid by the due date of December 22, 2009.

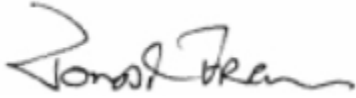
As the sole respondent, Dr. Chauppette's proposal was reviewed and found to be in compliance with all requirements. Having satisfactorily passed the IFB evaluation process, OAPP recommends that Dr. Chauppette be awarded a County contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this recommended action will allow DPH to continue critical countywide methamphetamine efforts through training and technical assistance in methamphetamine prevention and treatment intervention strategies.

The Honorable Board of Supervisors
8/17/2010
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Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Jonathan E. Fielding". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:mjp:ar

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer Board of Supervisors

Contract No.: PH-Pending

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
METHAMPHETAMINE PREVENTION, TREATMENT AND
TRAINING SERVICES AGREEMENT**

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**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
METHAMPHETAMINE PREVENTION, TREATMENT AND
TRAINING SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day
of _____, 2010,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and DR. NEVA CHAUPPETTE (hereafter
"Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon
County's Board of Supervisors ("Board") the duty to preserve and protect the public's
health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's
Board to appoint a County Health Officer, who is also the Director of County's
Department of Public Health (hereafter "DPH" or "Department"), to prevent the spread
or occurrence of contagious, infectious, or communicable diseases within the
jurisdiction of County; and

WHEREAS, County has established Office of AIDS Programs and Policy
(hereafter "OAPP") under the administrative direction of County's Department of Public
Health (hereafter "DPH"); and

WHEREAS, County's OAPP is responsible for County's HIV/AIDS programs and
services; and

WHEREAS, the term "Director" as used herein refers to County's Director of DPH or his/her authorized designee(s); and

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any federal program whereby federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, County has been awarded grant funds from the California Department of Public Health (hereafter "CDPH"), and Third Supervisorial District Methamphetamine Initiative funds to establish HIV/AIDS training programs (hereafter "Training"); and

WHEREAS, Contractor agrees to abide by the requirements of the funding source and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, financial ability, expertise, facilities, and personnel to provide the services contemplated hereunder; and

WHEREAS, it is the intent of the parties hereto to enter into Agreement to provide METHAMPHETAMINE PREVENTION, TREATMENT AND TRAINING SERVICES for compensation, as set forth herein; and

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on September 1, 2010 and shall continue in full force and effect through August 31, 2012, subject to the availability of federal, State, or County funding sources. County shall have the sole and exclusive option to extend the Contract term for an additional one (1) year equivalent to twelve month-to-month extensions through August 31, 2013 (Renewal Option). In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS attached hereto.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board appropriates funds for this Agreement in County's Budget for each fiscal year. If County's Board fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date. If for any reason the funding which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this

Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of termination or suspension of this Agreement, Contractor shall:

A. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

B. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

C. Provide to County's OAPP within thirty (30) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT Paragraph, as referenced in the ADDITIONAL PROVISIONS, attached hereto and incorporated herein by reference.

2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits A, A-1 and A-2, attached hereto and incorporated herein by reference.

3. NONEXCLUSIVITY: Contractor acknowledges that it is not necessarily an exclusive or the only provider to County of the services to be provided under the terms of this Agreement, that the County has, or may enter into agreements (i.e., contracts) with other providers of said services, and that County reserves the right to itself and may perform all or part of such services, when possible, using County employees. During the term of this Agreement, contractor agrees to provide County with the services described in this Agreement.

4. MAXIMUM OBLIGATION OF COUNTY:

A. During the period of September 1, 2010 through August 31, 2011, maximum obligation of County for all services provided hereunder shall not exceed One Hundred Thousand Dollars (\$100,000).

Such maximum obligation is comprised of Seventy-Two Thousand Dollars (\$72,000) in Third Supervisorial District (Third District) methamphetamine treatment funds and Twenty-Eight Thousand Dollars (\$28,000) in Center for Substance Abuse Prevention (CSAP)/ Center for Substance Abuse Treatment (CSAT) funds. This sum represents the total maximum obligation of County as shown in Schedule 1, attached hereto and incorporated herein by reference.

During the period of September 1, 2011 through August 31, 2012, maximum obligation of County for all services provided hereunder shall not exceed One Hundred Thousand Dollars (\$100,000).

Such maximum obligation is comprised of Fifty Thousand Dollars (\$50,000) in Third District funds and Fifty Thousand Dollars (\$50,000) in Ryan White Program, (Part A) funds. This sum represents the total maximum obligation of County as shown in Schedule 2, attached hereto and incorporated herein by reference.

5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 1 and 2, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

6. BILLING AND PAYMENT: Where applicable, County shall compensate Contractor services hereunder on a fee for service, cost reimbursement and/or modified cost reimbursement basis for set fee-for-service rate(s), actual reimbursable net costs and/or any combination thereof incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made

and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the HIV/AIDS Methamphetamine Prevention, Treatment and Training services actual reimbursable net cost schedules attached hereto.

(1) Payment for all services provided hereunder shall not exceed the aggregate maximum monthly payment set out in the schedules for the corresponding exhibit attached hereto.

(2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedules for the corresponding exhibit, unless prior approval from Director to exceed the maximum monthly payment has been granted pursuant to the BILLING AND PAYMENT Paragraph of this Agreement. To the extent that there have been lesser payments for services under this Agreement, the resultant savings may be used to pay for prior or future monthly billings for services in excess of the maximum monthly payment in County's sole discretion.

(3) While payments shall be made in accordance with the fee-for-service rate(s) set out in the schedules hereto, Contractor, if requested by County, State, or federal representatives must be able to produce proof of actual costs incurred in the provision of units of services hereunder.

(4) If the actual costs are less than the fee-for-service rate(s) set out in the schedules, Contractor shall be reimbursed for actual costs.

B. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combination thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this BILLING AND PAYMENT Paragraph, an “unsubstantiated unit of service” shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and “unsubstantiated reimbursement of stated actual net costs” shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual costs for a unit service provided hereunder are less than the County’s payment than those units of service, then Contractor shall repay County the difference immediately upon

request or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County Maximum Obligation.

C. The parties acknowledge that County is the payor of last resort for services provided hereunder. Accordingly, in no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.

D. In no event shall County be required to pay Contractor for units of services and/ or reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.

E. In no event shall County be required to pay Contractor for units of services that are not supported by actual costs.

F. In the event that Contractor's actual cost for a unit of service are less than fee-for-service rate(s) set out in the schedules, the Contractor shall be reimbursed for its actual costs only.

G. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

H. Travel shall be budgeted and expensed according to applicable federal, State, and/or local guidelines. Prior authorization, in writing, shall be required for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

I. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report, or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such service(s) is/are delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

J. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

K. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least ninety (90) days at any point during the term of the contract.

L. Contractor Expenditure Reduction Flexibility: In order for County to maintain flexibility with regard to its budget and expenditures reductions, Contractor agrees that Director may cancel this Agreement, with or without cause, upon the giving of ten (10) days written notice to Contractor; or notwithstanding, ALTERATION OF TERMS of this Agreement, Director, may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/descript of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief Deputy Director, Public Health or his

designee. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty-five percent (25%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds twenty-five percent (25%) of the applicable County maximum obligation, approval by County's Board shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder which are subject to time limitations as determined by Director, and midway through each County fiscal year during the term of this Agreement, and midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director

with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

C. Funds received under the Ryan White Program will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis.

8. BUDGET REDUCTIONS: In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS:

Notwithstanding any other provisions of this Agreement, County shall not be obligated for services performed hereunder, or by any provisions of this Agreement, during any of County's future fiscal July 1 – June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the last County fiscal year for which funds were appropriated. Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

10. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT: Contractor shall have a no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

11. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 11, 12, and 13 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon

Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

B. Renewal Certificates: Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

(1) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s).

(a) The Insured party names on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement.

(b) Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

(c) Neither the County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

(2) Certificates and copies of any required endorsements shall be delivered to County's of Los Angeles, Department of Public Health, Office of AIDS Programs and Policy, Contract Administration Division, 600 South Commonwealth Avenue, 10th Floor, ATTN: Contract Administration Division, Los Angeles, California 90005, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement;

(b) Clearly evidence all coverages required in this Agreement;

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation of all policies evidenced on the certificate of insurance;

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement;

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(3) Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on county property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of

any third party claim or suit files against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

C. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

D. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance.

Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

E. Failure to Maintain Insurance Coverage: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

F. Insurer Financial Ratings: Insurance coverage shall be placed with insurers acceptable to the County with an A.M. Best rating of not less than A: VII unless otherwise approved by County.

G. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County Contract Manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

H. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims relates to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

I. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

J. Insurance Coverage Requirements for Subcontractors: Contractor shall include all subcontractors as insured under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insured on

the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance. Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (1) Contractor providing evidence of insurance covering the activities of subcontractors, or
 - (2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage.
- County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

K. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

L. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall

maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

M. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

N. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

O. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

P. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures. The County and its Agents shall be designated as an Additional Covered Party under any approved program."

13. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

Such coverage also shall cover liability arising from any actual or alleged infringement of any patent or copyright, or other property rights of any third party. The policy also shall be endorsed to provide media liability coverage for claims arising out of Contractor's placement of print and audiovisual media. Alternatively, Contractor may provide such media liability coverage under a separate policy or through Contractor's errors and omissions policy.

B. Automobile Liability Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired" and/or "non-owned" vehicles, or coverage for "any auto", as each may be applicable.

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of

California or by any other state, and for which Contractor is responsible.

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease – Policy Limit:	\$1 Million
Disease – Each Employee	\$1 Million

D. Professional Liability Insurance: Insurance covering Contractor's liability arising from or related to this Agreement, any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and/or claim and \$3 Million aggregate. The coverage also

shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

14. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in

accordance with applicable provisions of this Agreement. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

15. SUBCONTRACTING:

A. For purposes of this Agreement, all subcontracts must first be approved in writing by Director. Contractor's written request to Director for approval to enter into a subcontract shall be made at least thirty (30) calendar days prior to the subcontractor's proposed effective date, and shall include: Identification of the proposed subcontractor, who shall be licensed as appropriate for provision of subcontract services, and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved. A detailed description of the services to be provided by the subcontractor. The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof. A copy of the proposed subcontract, any later modification of such subcontract shall take the

form of a formally written subcontract amendment which also must be approved in writing by Director in the same manner as described above, before such amendment is effective. Any other information and/or certification(s) requested by Director. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

B. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirements under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

C. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor

shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that another action is taken, as requested by County.

D. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

E. Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

16. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

17. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be

deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

18. CONFLICT OF TERMS: To the extent there exists any conflict or inconsistency between the language of this Agreement (including its Additional Provisions), and that of any of the Exhibit(s), Attachment(s), Schedule(s) and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

19. ALTERATION OF TERMS: This Agreement, together with the exhibit(s) and schedule(s) and attachment(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

20. CONTRACTOR'S OFFICES: Contractor's primary business offices are located at 21500 Califa Street, Suite 140, Woodland Hills, California 91367. Contractor's primary business telephone number is (818) 439-7080 and facsimile/FAX number is (818) 703-1854. Contractor shall notify in writing County's OAPP Director, any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's OAPP Director, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

21. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

- To County:
1. Department of Public Health
313 North Figueroa Street
7th Floor
Los Angeles, California 90012

Attention: Chief Deputy Director
 2. Department of Public Health
Office of AIDS Programs and Policy
600 South Commonwealth Avenue
10th Floor
Los Angeles, California 90005

Attention: Director

- Attention: Division Chief

DR. NEVA CHAUPPETTE
21500 Califa Street, Suite 140
Woodland Hills, California 91367

Attention: Dr. Neva Chauppette

[illegible]

IN WITNESS WHEREOF, the Board of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By

Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

DR. NEVA CHAUPPETTE
Contractor

By

Signature

Printed Name

Title
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Acting Chief
Contracts and Grants Division

EXHIBIT A

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
METHAMPHETAMINE PREVENTION, TREATMENT AND
TRAINING SERVICES AGREEMENT**

1. DESCRIPTION: Training and technical assistance services encompass a broad range of activities designed to educate and enhance recipients' skills and improve existing treatment, service delivery, and prevention/education services to County constituents. Services include assistance in the development of HIV/AIDS methamphetamine prevention, treatment and training services and the implementation of administrative systems that are consistent with standards and procedures specified by County.

2. DEFINITIONS: The following definitions shall apply whenever the term is used throughout this Agreement except where specially noted otherwise.

A. "Training is an Activity designed to facilitate the learning and development of new and existing skills, and improve the performance of specific tasks or roles." Training should result in individual learning and enhance organizational performance.

B. Technical Assistance is the act of assisting or the help and/or support supplied to improve the recipient's level of skills.

3. PERSONS TO BE SERVED: HIV/AIDS methamphetamine training and technical assistance will be provided to selected substance abuse treatment agencies located in the Third Supervisorial District and other community based organizations

serving clients with methamphetamine addiction who reside in Service Planning Areas (SPAs) throughout Los Angeles County.

4. SERVICES TO BE PROVIDED: Contractor shall provide training and technical assistance services in accordance with procedures formulated and adopted by Contractor's staff consistent with laws, regulations, and the term of this Agreement. Additionally, the contractor shall provide such services as described in Exhibits A-1 and A-2, Scopes of Work, attached hereto and incorporated herein by reference.

A. Contractor shall provide training and technical assistance services as needed at specific locations at various outpatient and drug treatment residential facilities contracted with:

- (1) Office of AIDS Program and Policy (OAPP);
- (2) Substance Abuse Prevention and Control (SAPC);
- (3) All relevant employees;
- (4) Contracted new employees;
- (5) Continuing in-service training for all relevant employees. In addition, a log must be maintained where trainings are provided.

B. Training shall include but not limited to:

- (1) The review and focus on a range of psychological manifestations associated with the use of methamphetamine;
- (2) The development of comprehensive and individualized client assessments at intake including assessment of co-occurring disorders;
- (3) The development of individualized and highly responsive treatment plans;

(4) The incorporation of sexual and cybersex addiction issues into treatment programming.

(5) The incorporation of gender responsiveness into treatment programming with regards to specific issues affecting women such as domestic violence, sexual trauma and child care issues.

C. Contractor shall provide consultation to OAPP and SAPC regarding recommendations for program enhancement and performance improvement and/or success.

D. Contractor shall attend meetings to provide feedback to appropriate individuals involved in the implementation of this project on an as-needed basis.

E. Contractor shall develop a monitoring tool and implement the tool in order to assess and document program performance.

F. Contractor shall provide on-call crisis assistance as necessary to the treatment centers when a licensed mental health clinician is needed in emergency situations.

5. SERVICE DELIVERY SITE(S) Training and technical assistance services will be provided at various selected substance abuse treatment facility(ies) within Los Angeles County who have been identified as in need of this assistance and provide services to methamphetamine-using clients.

6. MAXIMUM ALLOCATION: During the period of September 1, 2010 through August 31, 2011, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS methamphetamine training and technical assistance services provided hereunder shall not exceed One Hundred Thousand Dollars (\$100,000).

During the period of September 1, 2011 through August 31, 2012, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS methamphetamine training and technical assistance services provided hereunder shall not exceed One Hundred Thousand Dollars (\$100,000).

7. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 1 and 2, and the BILLING AND PAYMENT Paragraph of the ADDITIONAL PROVISIONS attached hereto. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

8. TRAINING AND ENCHANCEMENT ACTIVITIES:

A. Contractor shall provide training as needed for OAPP funded agencies contracted new employees and continuing in-service training for all relevant employees.

B. Contractor training staff shall specialize in methamphetamine, HIV/AIDS, and mental health treatment implementation.

C. All trainings shall be up-to-date and evidenced-based. All trainings shall have the prior approval of the OAPP Director or his/her designee.

9. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin

skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit B, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

10. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES:

Contractor shall adhere to all provisions within Exhibit C, People With HIV/AIDS Bill of Rights and Responsibilities (Bill of Rights) document attached hereto and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all provider's delivery service sites, and disseminate it to all patients/clients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the Bill of Rights. In addition, Contractor shall notify and provide to its officers, employees, and agents, the Bill of Rights document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this Bill of Rights document in accordance with Contractor's own document, Contractor shall demonstrate to OAPP, upon request, that Contractor fully incorporated the minimum conditions asserted in the Bill of Rights document.

11. ADDITIONAL REQUIREMENTS:

A. Contractor shall provide HIV/AIDS methamphetamine training and technical assistance services in accordance with procedures formulated and

adopted by Contractor's staff, consistent with law, regulations, and the terms of this Agreement.

B. Additionally, Contractor shall provide such services as described in Exhibits A-1 and A-2, Scopes of Work, attached hereto and incorporated herein by reference.

12. QUALITY CONTROL: The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

A. Method of monitoring to ensure that Contract requirements are being met;

B. A record of all inspections conducted by the Contractor including but not limited to:

(1) Any corrective action taken;

(2) The time a problem was first identified;

(3) A clear description of the problem, and the time elapsed between identification;

(4) Completed corrective action, shall be provided to the County upon request.

13. CULTURAL COMPETENCY: Program staff should display non-judgmental, culture-affirming attitudes. Program staff should affirm that clients of ethnic and cultural

communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

SCHEDULE 1

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
METHAMPHETAMINE PREVENTION, TREATMENT AND TRAINING SERVICES
THIRD DISTRICT AND CSAP/CSAT FUNDS**

Budget Period
September 1, 2010
through
August 31, 2011

Salaries	\$ -0-
Employee Benefits	\$ -0-
Total Salaries and Benefits	\$ -0-
Services and Supplies	\$ -0-
Other	\$ -0-
Consultant	\$ 100,000
Equipment	\$ -0-
Indirect Cost	<u>\$ -0-</u>
TOTAL PROGRAM BUDGET	\$ 100,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 2

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
METHAMPHETAMINE PREVENTION, TREATMENT AND TRAINING SERVICES
THIRD DISTRICT AND PART A FUNDS**

Budget Period
September 1, 2011
through
August 31, 2012

Salaries	\$ -0-
Employee Benefits	\$ -0-
Total Salaries and Benefits	\$ -0-
Services and Supplies	\$ -0-
Other	\$ -0-
Consultant	\$ 100,000
Equipment	\$ -0-
Indirect Cost	<u>\$ -0-</u>
TOTAL PROGRAM BUDGET	\$ 100,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

EXHIBIT A-1
SCOPE OF WORK

METHAMPHETAMINE TRAINING SERVICES
September 1, 2010–August 31, 2011

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

GOAL: To increase capacity among providers that serve clients who abuse methamphetamine (meth) by providing training and technical assistance regarding mental health, addiction, HIV/AIDS and methamphetamine

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 By 8/31/11, provide at least 330 hours of consultation and/or technical assistance, including enhancing staff capacity; to OAPP, SAPC, DMH and treatment providers regarding program responsiveness and enhancement of current substance abuse modalities of client care to best respond to methamphetamine specific issues.	<p>1.1 Attend and participate in planning meetings with treatment providers and County officials as scheduled.</p> <p>1.2 Review exhibit language of treatment modality as needed.</p> <p>1.3 Train contract monitors (OAPP/SAPC) as needed.</p>	<p>9/01/10 and ongoing</p> <p>9/01/10 and ongoing</p> <p>9/01/10 and ongoing</p>	<p>1.1 Documents will be kept on file at Office of AIDS Programs and Policy (OAPP).</p> <p>1.2 Completed materials will be kept on file at OAPP.</p> <p>1.3 Completed materials will be kept on file at OAPP.</p>
2.0 By 8/31/11, provide a minimum of 12 hours of training for selected treatment providers including the following topics:	<p>2.1 Develop training presentations which cover topics listed with specific populations. Submit to OAPP for review and acknowledgment.</p> <p>2.2 Develop and implement pre and post test on topic of training to measure and evaluate provider knowledge. Submit to OAPP for review and acknowledgment.</p> <p>2.3 Work with OAPP/SAPC to schedule trainings and develop calendar of scheduled and completed trainings.</p> <p>2.4 Conduct trainings and collect sign in sheets.</p>	<p>By 9/01/10 and ongoing</p> <p>By 9/01/10 and ongoing</p> <p>9/01/10 and ongoing</p> <p>9/01/10 and ongoing</p>	<p>2.1 Completed modules will be kept on file at OAPP.</p> <p>2.2 Letters of acknowledgement will be kept on file at OAPP.</p> <p>2.3 Completed materials will be kept on file at OAPP.</p> <p>2.4 Completed materials will be kept on file at OAPP.</p>

EXHIBIT A-1
SCOPE OF WORK

METHAMPHETAMINE TRAINING SERVICES
September 1, 2010-August 31, 2011

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

GOAL: To increase capacity among providers that serve clients who abuse methamphetamine (meth) by providing training and technical assistance regarding mental health, addiction, HIV/AIDS and methamphetamine

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
3.0 By 8/31/2011, provide up to 224 hours of TA with treatment agency staff ensuring training skills and gaps as needed to enhance meth specific treatment and prevention work including on-call for crisis management, chart review, treatment planning and psychosocial assessment.	<p>3.1 Develop additional trainings and specific curriculums and provide consultation as dictated by provider need. Work with OAPP/ADPA to schedule trainings and develop calendar of provided consultations/trainings.</p> <p>3.2 Develop and implement monitoring tool based on logic model with key indicators to evaluate overall performance and successful implementation of program services.</p> <p>3.3 Develop client satisfaction survey to ensure responsiveness of program at the client level.</p> <p>3.4 Develop and implement pre/post test to assess staff knowledge pre and post technical assistance sessions.</p>	<p>By 9/01/10 and ongoing</p> <p>By 9/01/10 and ongoing</p> <p>By 9/01/10 and ongoing</p> <p>By 9/01/10 and ongoing</p>	<p>3.1 Completed materials will be kept on file at OAPP.</p> <p>3.2 Completed materials will be kept on file at OAPP.</p> <p>3.3 Completed materials will be kept on file at OAPP.</p> <p>3.4 Completed materials will be kept on file at OAPP.</p>

EXHIBIT A-2
SCOPE OF WORK

METHAMPHETAMINE TRAINING SERVICES
September 1, 2011-August 31, 2012

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

GOAL: To increase capacity among providers that serve clients who abuse methamphetamine (meth) by providing training and technical assistance regarding mental health, addiction, HIV/AIDS and methamphetamine

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 By 8/31/12, provide at least 330 hours of consultation and/or technical assistance, including enhancing staff capacity; to OAPP, SAPC, DMH and treatment providers regarding program responsiveness and enhancement of current substance abuse modalities of client care to best respond to methamphetamine specific issues.	<p>1.1 Attend and participate in planning meetings with treatment providers and County officials as scheduled.</p> <p>1.2 Review exhibit language of treatment modality as needed.</p> <p>1.3 Train contract monitors (OAPP/SAPC) as needed.</p>	<p>9/01/11 and ongoing</p> <p>9/01/11 and ongoing</p> <p>9/01/11 and ongoing</p>	<p>1.1 Documents will be kept on file at Office of AIDS Programs and Policy (OAPP).</p> <p>1.2 Documents will be kept on file at Office of AIDS Programs and Policy (OAPP).</p> <p>1.3 Documents will be kept on file at Office of AIDS Programs and Policy (OAPP).</p>
2.0 By 8/31/12, provide a minimum of 12 hours of training for selected treatment providers including the following topics:	<p>2.1 Develop training presentations which cover topics listed with specific populations. Submit to OAPP for review and acknowledgment.</p> <p>2.2 Develop and implement pre and post test on topic of training to measure and evaluate provider knowledge. Submit to OAPP for review and acknowledgment.</p> <p>2.3 Work with OAPP/SAPC to schedule trainings and develop calendar of scheduled and completed trainings.</p> <p>2.4 Conduct trainings and collect sign in sheets.</p>	<p>By 9/01/11 and ongoing</p> <p>By 9/01/11 and ongoing</p> <p>9/01/11 and ongoing</p> <p>9/01/11 and ongoing</p>	<p>2.1 Completed modules will be kept on file at OAPP.</p> <p>2.2 Letters of acknowledgement will be kept on file at OAPP.</p> <p>2.3 Completed materials will be kept on file at OAPP.</p> <p>2.4 Completed materials will be kept on file at OAPP.</p>

EXHIBIT A-2
SCOPE OF WORK

METHAMPHETAMINE TRAINING SERVICES
September 1, 2011-August 31, 2012

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

GOAL: To increase capacity among providers that serve clients who abuse methamphetamine (meth) by providing training and technical assistance regarding mental health, addiction, HIV/AIDS and methamphetamine

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
3.0 By 8/31/12, provide up to 224 hours of TA with treatment agency staff ensuring training skills and gaps as needed to enhance meth specific treatment and prevention work including on-call for crisis management, chart review, treatment planning and psychosocial assessment.	3.1 Develop additional trainings and specific curriculums and provide consultation as dictated by provider need. Work with OAPP/ADPA to schedule trainings and develop calendar of provided consultations/trainings.	9/01/11 and ongoing	3.1 Completed materials will be kept on file at OAPP.
	3.2 Develop and implement monitoring tool based on logic model with key indicators to evaluate overall performance and successful implementation of program services.	By 9/01/11 and ongoing	3.2 Completed materials will be kept on file at OAPP.
	3.3 Develop client satisfaction survey to ensure responsiveness of program at the client level.	By 9/01/11 and ongoing	3.3 Completed materials will be kept on file at OAPP.
	3.4 Develop and implement pre/post test to assess staff knowledge pre and post technical assistance sessions.	By 9/01/11 and ongoing	3.4 Completed materials will be kept on file at OAPP.

DEPARTMENT OF PUBLIC HEALTH
OFFICE OF AIDS PROGRAMS AND POLICY

Agency and Agreement	TERM 1	TERM 2	Total Allocation (Term 1 + Term 2)	Service Planning Area	Supervisory District	Performance as of September 30, 2009 Comments
METHAMPHETAMINE TRAINING SERVICES - TERM 1: THIRD SUPERVISORIAL DISTRICT AND CSAP/CSAT FUNDS TERM 2: THIRD SUPERVISORIAL DISTRICT AND RWP PART A FUNDS Term 1: 9/1/10 - 8/31/11; Term 2: 9/1/11 - 8/31/12						
Dr. Neva Chauppette PH-Pending	\$ 100,000	\$ 100,000	\$ 200,000	1 - 8	1 - 5	New Contract
Total	\$ 100,000	\$ 100,000	\$ 200,000			From IFB #2009-01